

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

CHESTNUT STREET CONSOLIDATED, LLC,	:	CIVIL ACTION
	:	
	:	
Plaintiff,	:	NO. 21-3046
	:	
v.	:	
	:	NONJURY TRIAL
BAHAA DAWARA,	:	
	:	
IMAD DAWARA,	:	
	:	
FATAN DAWARA	:	
a/k/a FATEN DAWARA	:	
	:	
MAISAA DAWARA,	:	
	:	
MIRVAT DAWARA,	:	
	:	
ABEER NAIM,	:	
	:	
HITHAM ALBAROUKI	:	
a/k/a HAITHAM ALBAROUKI,	:	
	:	
Defendants.	:	
	:	

ORDER

Upon consideration of the Motion of Plaintiff, Chestnut Street Consolidated, LLC (“CSC”), to enforce the Court’s order of August 3, 2022 and to find certain defendants in contempt, the Court finds that CSC has established with clear and convincing evidence that:

1. On August 3, 2022, the Court entered a judgment (“Order”) in accordance with the Court’s Order and accompanying Memorandum, among other things, directing certain defendants to execute by August 31, 2022, the following quitclaim deeds:

Bahaa Dawara and Faten Dawara (a/k/a Fatan Dawara) shall execute a quitclaim deed to return title to the property at 19 Ridgeway Avenue, Norwood, PA 19074 to Bahaa Dawara;

Imad Dawara and Maisaa Dawara shall execute a quitclaim deed to return title to the property at 305 Seminole Street, Essington, PA 19029 to Imad Dawara; and

Imad Dawara and Mirvat Dawara shall execute a quitclaim deed to return title to the property at 407 Seminole Street Essington, PA 19029 to Imad Dawara. (ECF-138, para 4, p. 2).

2. The defendants had adequate notice of the Order and an opportunity to comply.

3. On August 17, 2022, counsel for CSC provided counsel for defendants with three deeds drafted to undo the avoided transfers as set forth in the Order. Counsel for defendants was requested to provide his clients' notarized signatures not later than August 31, 2022.

4. Despite notice and an opportunity to comply, Defendants have ignored the Court's Order.

5. The Order created, in a clear and unambiguous way, obligations of Bahaa Dawara and Faten Dawara (a/k/a Fatan Dawara), Imad Dawara and Maisaa Dawara and Mirvat Dawara ("Contemnors") to execute quitclaim deeds to return title to the three properties identified above.

6. Contemnors failed to comply with these obligations imposed by the Order.

7. The Order clearly and unambiguously required the Contemnors to transfer the three properties. Contemnors had adequate notice that they are within the order's ambit. They violated a clear and unambiguous Order that left no reasonable doubt as to what behavior was expected, who was expected to behave and by when in the indicated fashion. The Order also clearly and directly identified which of the Contemnors were so obligated to do what. There can be no reasonable doubt.

According the Court orders as follows:

The motion of CSC is GRANTED.

The Contemnors are deemed to be in CONTEMPT of this court.

The Contemnors are hereby directed to immediately comply with the ORDER or face further and heightened sanctions and penalties upon further consideration of the Court.

The Contemnors shall pay \$100.00 per day to CSC beginning on the date after the deadline of August 31, 2022 and continuing each day until their contempt is PURGED.

[alternatively] Judgment is hereby entered divesting defendants' title and vesting title in 19 Ridgeway Avenue, Norwood, PA 19074, 305 Seminole Street, Essington, PA 19029, and 407 Seminole Street Essington, PA 19029 in CSC subject to existing liens.

IT IS SO ORDERED.

EDUARDO C. ROBRENO, J.